

The following provisions shall apply only to GNAPS-originated Information Services Traffic directed to an information services platform connected to BA's network. At such time as GNAPS connects Information Services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is switched voice traffic, delivered to service providers who offer recorded announcement information or open discussion information programs to the general public; it is not Internet traffic.

7.1.1 GNAPS shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event GNAPS exercises such option, GNAPS will establish a dedicated trunk group to the BA information services serving switch. This trunk group will be utilized to allow GNAPS to route information service traffic originated on its network to BA. Where GNAPS serves a Customer through the purchase of a BA unbundled Port Element, information service traffic from that Customer may be routed over BA information service trunks on a shared basis.

7.1.2 Nothing in this Agreement shall restrict either Party from offering, or obviate either Party's obligations, if any, under Applicable Laws, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.3 Intentionally Omitted.

7.1.4 Where BA agrees to accept adjustments from GNAPS for calls originated by GNAPS Customers to information services platform(s) connected to BA's network, GNAPS shall follow the same policy in allowing adjustments to its Customers as BA follows with its own Customers. GNAPS shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, GNAPS shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between GNAPS and the information services provider.

7.1.5 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

7.2 Tandem Transit Service ("Transit Service")

7.2.1 "Transit Service" means the delivery of certain traffic between GNAPS and another Local Exchange Carrier by BA over the Telephone Exchange Service Trunks, where both carriers' End Offices subtend a BA tandem. The following traffic types will be delivered: (i) Local Traffic or IntraLATA Toll originated from GNAPS to such LEC and (ii) Local or IntraLATA Toll Traffic originated from such LEC and terminated to GNAPS where BA carries

such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.2.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

- (a) GNAPS shall pay BA for Local Traffic that GNAPS originates over the Transit Service at the rate specified in Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on BA for the delivery or termination of such traffic, including any switched access charges; and
- (b) BA shall pay GNAPS for Local or IntraLATA Toll Traffic terminated to GNAPS from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, or (where BA delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at GNAPS's applicable switched access rates, whichever is appropriate.

7.2.3 BA expects that all networks involved in Tandem Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

7.2.4 Each Party shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC or other LEC to which it sends, or from which it receives, local traffic that transits the other Party's facilities over Traffic Exchange Trunks. Each Party will, upon request, provide the other Party with all reasonable cooperation and assistance in obtaining such arrangements. If either Party fails to enter into such an arrangement as quickly as commercially reasonable following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to the other Party, but continues to utilize the other Party's Transit Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, then the Party utilizing the Transit Service shall, in addition to paying the rate set forth in Exhibit A for said Transit Service, pay the other Party any charges or costs such terminating third party carrier imposes or levies on the other Party for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by the other Party in delivering or terminating such Traffic and/or resulting from the utilizing Party's failure to secure said reciprocal local traffic exchange arrangement. In addition, neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal local traffic exchange arrangement (either via written agreement or mutual tariffs) with any wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, local traffic that does not utilize the Transit Service of the first Party. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Tandem Transit Traffic.

7.2.5 Tandem Transit Traffic that is originated by an ITC or wireless carrier shall be settled in accordance with the terms of an appropriate IntraLATA Telecommunications Services Settlement Agreement between the Parties substantially in the form appended hereto as Exhibit D. If GNAPS opts not to enter into an IntraLATA Telecommunications Settlement Agreement as appended hereto as Exhibit D, GNAPS shall bill Bell Atlantic appropriate call terminating rates and Bell Atlantic will collect settlements from the ITC.

7.2.6 Tandem Transit Traffic shall be routed over the Traffic Exchange Trunks described in Section 5 above.

7.3 911/E911 Arrangements

7.3.1 GNAPS may, at its option, interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, as appropriate, that serve the areas in which GNAPS provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). BA will provide GNAPS with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, GNAPS and BA will negotiate arrangements to connect GNAPS to the 911 service.

7.3.2 Path and route diverse interconnections for 911/E911 shall be made at the GNAPS-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from GNAPS and to the extent authorized by the relevant federal, state, and local authorities, BA will provide GNAPS with the following at no charge:

(a) a file on diskette or other mutually agreed upon medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis;

(b) a list of the address, CLLI code, and an associated NXX of each 911/E911 selective router or 911 Tandem office(s) in the area in which GNAPS plans to offer Telephone Exchange Service;

(c) a list of the address, contact name and phone number of each PSAP in the BA serving area in which GNAPS plans to offer Telephone Exchange Service;

(d) a list of BA personnel who currently have 911 responsibility;

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem;

(f) an electronic interface, when available, through which GNAPS shall input and provide a daily update of 911/E911 database information related to appropriate GNAPS Customers. All customer related 911 data exchanged electronically shall conform to the National Emergency Number Association standards;

(g) return of any GNAPS E911 data entry files containing errors, so that GNAPS may ensure the accuracy of the Customer records; and

(h) a Design Layout Record ("DLR") of a 911 (CAMA) trunk, if applicable.

7.3.4 In cases where a Customer of one Party elects to discontinue its service and become the Customer of the other Party ("Party B") but desires to retain its original telephone number pursuant to an INP arrangement, Party B will outpulse the telephone number to which the call has been forwarded (i.e. the Customer's ANI) to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

7.3.5 BA and GNAPS will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of GNAPS systems to the 911/E911 platforms.

7.3.6 BA and GNAPS will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

7.3.7 The Parties acknowledge that the provision of INP, until LNP with full 911 compatibility is available, creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by GNAPS. The Parties acknowledge further the objective of including the five character NENA Telephone Company Identification ("TCI") of the company that provides service to the calling line as part of the ALI display.

7.3.8 GNAPS will compensate BA for connections to its 911/E911 pursuant to Exhibit A.

7.3.9 GNAPS will comply with all applicable rules and regulations, (INCLUDING 911 taxes and surcharges) pertaining to the provision of 911/E911 services in the State of Maine.

7.3.10 GNAPS will document/verify that they can enter data into the 911 database under the NENA Standards for LNP. This includes but is not limited to using their NENA ID to lock and unlock records and the posting of their NENA ID to the ALI record.

7.4 Frame Relay Service Traffic

In addition to BA's Frame Relay tariffs, GNAPS shall have the option of the following provisions, which shall apply only to Frame Relay Service Traffic (including Exchange Access Frame Relay Service traffic) between BA and GNAPS.

7.4.1 The Parties shall establish Frame Relay Trunks between the mutually-agreed upon Frame Relay Service BA-IP and GNAPS-IP in the LATA.

7.4.2 BA shall bill GNAPS its full tariffed charges for all components of the Exchange Access Frame Relay Service provided by BA, including Frame Relay Trunks (where BA has provisioned such trunks) and a network to network interface ("NNI"). However, where and to the extent that said Frame Relay Service is used to deliver local and intraLATA Frame Relay traffic between the parties, GNAPS shall be entitled to bill BA a reciprocal charge, equal to the Local Delivered Traffic Percentage (calculated as described in Section 7.4.3) multiplied by the sum of the following:

- (1) BA's tariffed charge for the Exchange Access Frame Relay NNI Port Connection;
- (2) (a) where BA has provisioned the Frame Relay Trunks, BA's tariffed charge for the Frame Relay Trunk; or (b) where GNAPS has provisioned Frame Relay Trunks through a GNAPS' collocation node at the BA Frame Relay Switch, a charge for the use of the GNAPS Frame Relay Trunk equal to the lesser of GNAPS' generally available charge for such Frame Relay Trunk or BA's tariffed charge for its own Frame Relay Trunk; and
- (3) a charge for the use of the GNAPS's NNI (or equivalent), equal to the lesser of GNAPS' generally available charge for such NNI or BA's tariffed charge for its own Exchange Access Frame Relay NNI.

7.4.3 The Local Delivered Traffic Percentage described in Subsection 7.4.2 above shall be determined as follows:

- (1) GNAPS shall determine the percent of local and intraLATA toll Frame Relay Traffic being exchanged and multiply that percent by the percentage of Frame Relay Traffic that is being delivered by BA to GNAPS (initially presumed to be 50%, but subject to revision as new evidence warrants).

7.4.4 The Parties shall provide to each other the physical address end points for each PVC/CIR in order to determine the jurisdictional nature of the traffic.

7.4.5 For Frame Relay Trunks used solely for the purpose of carrying local and intraLATA Frame Relay traffic, the Parties may agree to provision a Frame Relay mid-span meet pursuant to section 4.2.2(b). In the case of a Frame Relay mid-span meet, compensation for the Frame Relay traffic carried over the Frame Relay Trunks shall be based upon the proportion of facilities provided by each Party.

7.4.6 This Agreement does not alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. The Parties may pass local Frame Relay Service traffic and Exchange Access Frame Relay Service traffic over the same Frame Relay Trunks.

7.4.7 If either Party suspects a discrepancy in the jurisdictional nature of the traffic delivered over the Frame Relay Trunks, the matter will be dealt with as a billing dispute under section 29.8. Both Parties will cooperate in developing factual information to resolve the dispute.

7.4.8 Where either Party requests a reclassification of Frame Relay Trunks that are used to provide Frame Relay Services that are in service on the date that this Agreement is signed, and the requested reclassification does not require a physical reconfiguration, rearrangement, disconnection, or other change of or to facilities or equipment used to provision the services, then the other Party shall assess only its relevant service order or records change order charges to the requesting Party.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide GNAPS access to telephone numbers by assigning NXX codes to GNAPS in accordance with such Assignment Guidelines.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, GNAPS shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for BA, in all areas where BA and GNAPS service areas overlap, and GNAPS shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 GNAPS will also designate a Rating Point for each assigned NXX code. GNAPS shall designate one location for each Rate Center Area as the Rating Point for the NPA-NXXs

associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain GNAPS's choices regarding the size of the local calling area(s) that GNAPS may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. GNAPS and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

9.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

9.3 Interference or Impairment

If Bell Atlantic reasonably determines that the characteristics and methods of operation used by GNAPS will or may interfere with or impair its provision of services, BA shall have the right to discontinue service subject, however, to the following:

9.3.1 BA shall have given GNAPS at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period.

9.3.2 BA shall have concurrently provided a copy of the notice provided to GNAPS under (9.3.1) above to the appropriate federal and/or state regulatory bodies.

9.3.3 Notice in accord with subsections 9.3.1 and 9.3.2 above shall not be required in emergencies and BA may immediately discontinue service if reasonably necessary to meet its obligations. In such case, however, BA shall use all reasonable means to notify GNAPS and the appropriate federal and/or state regulatory bodies.

9.3.4 Upon correction of the interference or impairment, BA will promptly renew service to GNAPS. During such period of discontinuance, there will be no compensation or credit allowance by BA to GNAPS for interruptions.

9.4 Repeated or Willful Noncompliance

The Interconnection, unbundled Network Elements, and services provided hereunder may be discontinued by either Party upon thirty (30) days written notice to the other for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. The

Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

9.5 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. GNAPS and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.6 Notice of Changes - Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

9.7 Fraud

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

10.0 JOINT NETWORK CONFIGURATION AND GROOMING PROCESS; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

10.1 Joint Network Configuration and Grooming Process

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

- (a) agreement on Physical Architecture consistent with the guidelines defined in Section 4.0;
- (b) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;
- (c) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- (d) disaster recovery provision escalations;
- (e) additional technically feasible IP(s) in a LATA as provided in Section 4.0 above; and
- (f) such other matters as the Parties may agree, including e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

The initial mutual Interconnection is not dependent upon completion of the Joint Grooming Process.

10.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be provided at parity. For purposes of this Agreement, a Party's obligation to provide parity shall be in accordance with Applicable Laws. If either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity.

10.3 Network Reliability Council

The Parties will carefully review the Network Reliability Council's recommendations and, as part of the Joint Grooming Plan, implement such recommendations where technically and

economically feasible.

10.4 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, each Party shall provide the other Party a one (1) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next four (4) quarters. The forecast shall be updated and provided to BA on an as-needed basis.. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for GNAPS-IPs and BA-IPs, interface type (e.g., DS1), and trunks in service each year (cumulative).

10.4.1 Trunk Provisioning Pursuant to Forecasts. Because BA's trunking requirements will be dependent on the Customer segments and service segments within Customer segments to whom GNAPS decides to market its services, BA will be dependent on GNAPS to provide accurate trunk forecasts for both inbound (from BA) and outbound (from GNAPS) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate local traffic to GNAPS as GNAPS provides to terminate local traffic to BA, unless GNAPS expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks GNAPS suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to GNAPS is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and GNAPS's previous forecasts have proven to be reliable and accurate.

10.4.2 Monitoring and Adjusting Forecasts. BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at GNAPS's suggestion or request pursuant to the procedures identified in subsection 10.4.1 above. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may hold GNAPS financially responsible for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that GNAPS suggests or requests BA to establish. If., after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour call seconds and blocking percentages), then BA may hold GNAPS financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, GNAPS may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may hold GNAPS financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

10.4.3 Reciprocal Responsibility. To the extent that BA requires GNAPS to install trunks for delivery of traffic to BA, GNAPS may apply the same procedures with respect to BA's

trunking requirements.

10.5 Demand Management Forecasts

10.5.1 GNAPS will furnish BA with good faith demand management forecasts to enable BA to effectively plan its network infrastructure and work force levels to accommodate anticipated GNAPS demand for BA services and products. Such forecasts will describe GNAPS's expected needs for service volumes, and timeframes for service deployment, by wire center. GNAPS agrees to provide such forecasts to BA thirty (30) days following the Effective Date, with updates to follow every six months thereafter. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in subsection 29.4 below, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

11.0 UNBUNDLED ACCESS – SECTION 251(c)(3)

To the extent required of each Party by Section 251 of the Act, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that GNAPS will be able to lease and interconnect to whichever of the Network Elements GNAPS requires, and to allow GNAPS to combine the BA-provided elements with any facilities and services that GNAPS may itself provide, except that GNAPS shall not recombine Network Elements purchased from BA for use as a substitute for the purchase at wholesale rates of Telecommunications Services that BA provides unless otherwise mandated by the FCC or the Commission or agreed to by BA with other carriers. Any combination by GNAPS of unbundled Network Elements purchased from BA shall be through a Collocation arrangement pursuant to Section 13.0.

11.1 Available Network Elements

At the request of GNAPS, BA shall provide GNAPS access to the following unbundled Network Elements in accordance with the requirements of the FCC Regulations:

- 11.1.1 Local Loops, as set forth in subsection 11.2;
- 11.1.2 The Network Interface Device;
- 11.1.3 Switching Capability, as set forth in subsection 11.3;
- 11.1.4 Interoffice Transmission Facilities, as set forth in subsection 11.4;
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in subsection 5.4 and Section 17;
- 11.1.6 Operations Support Systems, as set forth in subsection 11.5;
- 11.1.7 Operator Services and Directory Assistance, as set forth in Section 19; and
- 11.1.8 such other Network Elements in accordance with subsection 11.7 below.

11.2 Unbundled Local Loop (“ULL”) Types

Subject to subsection 11.7, BA shall allow GNAPS to access the following Unbundled Local Loop (“ULL”) types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.2.

11.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and

disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

11.2.2 "4-Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

11.2.3 "2-Wire ISDN Digital Grade ULL" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

11.2.4 2-Wire ADSL-Compatible ULL or ADSL 2W is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in BA TR 72575, Issue 2 must be met. ADSL-compatible local loops are subject to availability.

11.2.5 2-Wire HDSL-Compatible ULL or HDSL 2W consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local loops are subject to availability.

11.2.6 4-Wire HDSL-Compatible ULL or HDSL 4W consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local loops are subject to availability.

11.2.7 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a GNAPS Collocation node at a BA central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

11.2.8 BA will make Analog 2-Wire ULLs, BRI ISDN ULLs, Analog 4-Wire ULLs and 4-Wire DS-1-compatible ULLs available for purchase by GNAPS at any time after the Effective Date.

11.2.9 BA will make HDSL 4-Wire, HDSL 2-Wire, and ADSL 2-Wire ULLs available to GNAPS no later than the date on which it makes such ULLs commercially available to any other Telecommunications Carrier in Maine. The Parties shall amend Exhibit A to add the

appropriate rates and charges.

11.3 Unbundled Switching Elements

BA shall make available to GNAPS the local Switching Element and tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with the terms and conditions of and at the rates specified in BA's applicable Tariff, as amended from time to time.

11.4 Unbundled Inter Office Facilities

BA shall provide GNAPS Inter Office Facilities ("IOF"), unbundled from switching, unbundled interoffice facilities, and other services as required by Applicable Law, at the rates, terms and conditions set forth in BA's applicable Tariff, as amended from time to time.

11.5 Operations Support Systems

BA shall provide GNAPS with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable.

11.6 Limitations on Unbundled Access

11.6.1 BA shall only be required to provide ULLs and Ports where such Loops and Ports are available.

11.6.2 GNAPS shall access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the BA Wire Center where those elements exist, and each ULL or Port shall, in the case of Collocation, be delivered to GNAPS's Collocation node by means of a Cross Connection. or Strapping.

11.6.3 BA shall provide GNAPS access to its Unbundled Local Loops at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if GNAPS orders one or more ULL provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to GNAPS. If, however, no spare physical ULL is available, BA shall within three (3) Business days of GNAPS's request notify GNAPS of the lack of available facilities. GNAPS may then at its discretion make a Network Element Bona Fide Request to BA to provide the unbundled Local Loop through the demultiplexing of the integrated digitized ULL(s). GNAPS may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the ULL concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to ULL provided under this subsection 11.6.3.

11.6.4 If GNAPS orders a ULL type and the distance requested on such

ULL exceeds the transmission characteristics in applicable technical references, as specified below, distance extensions may be required and additional rates and charges shall apply as set forth in Exhibit A or applicable Tariffs.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413 1995 Specification

11.7 Availability of Other Network Elements on an Unbundled Basis

11.7.1 BA shall, upon request of GNAPS, and to the extent required by Applicable Law, provide to GNAPS access to its Network Elements on an unbundled basis for the provision of GNAPS's Telecommunications Service. Any request by GNAPS for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. GNAPS shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by Applicable Laws.

11.7.2 A Network Element obtained by one Party from the other Party under this subsection 11.7 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.7.3 Notwithstanding anything to the contrary in this subsection 11.7, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 11.7 except as required by the Commission or FCC.

11.8 Provisioning of Unbundled Local Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops (also referred to as "hot cuts"). These and other mutually agreed-upon procedures shall apply reciprocally for the "live" cutover of Customers from BA to GNAPS and from GNAPS to BA.

11.8.1 GNAPS shall request ULLs from BA by delivering to BA a valid electronic transmittal Service Order using the BA electronic ordering platform or another mutually agreed upon system. Within two (2) business days of BA's receipt of such valid Service Order, BA shall provide GNAPS the firm order commitment ("FOC") date by which the Loop(s) covered by such Service Order will be installed.

11.8.2 BA agrees to accept from GNAPS at the time the service request is submitted for scheduled conversion of hot cut ULL orders, a desired date and A.M. or P.M. designation (the "Scheduled Conversion Time") to the extent available (as applicable, the "Conversion Window") for the hot cut.

11.8.3 BA shall test for GNAPS dial tone at the POT bay by testing through the tie cable provisioned between the BA main distributing frame and the GNAPS expanded Interconnection node forty-eight (48) hours prior to the Scheduled Conversion Time.

11.8.4 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If BA requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If GNAPS requests the New Conversion Time, GNAPS shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

11.8.5 Except as otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been negotiated, the Parties agree that the time interval expected from disconnection of BA's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the GNAPS Collocation node will be accomplished within a window of time of sixty (60) minutes or less. If GNAPS has ordered INP with the installation of a Loop, BA will coordinate the implementation of INP with the Loop conversion during with the above stated intervals at no additional charge.

11.8.6 If GNAPS requests or approves a BA technician to perform services in excess of or not otherwise contemplated by the Line Connection Service charge BA may charge GNAPS for any additional and reasonable labor charges to perform such services.

11.8.7 If as the result of end user actions, (e.g. Customer not ready ["CNR"]), BA cannot complete requested work activity when technician has been dispatched to the site, DSL will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order Charge and Premises Visit Charge as specified in Tariff P.U.C. - Me - No. 17 Part M, Section 1.3.2.

11.9 Maintenance of Unbundled Network Elements

If (i) GNAPS reports to BA a Customer trouble, (ii) GNAPS requests a dispatch, (iii) BA dispatches a technician, and (iv) such trouble was not caused by BA facilities or equipment in whole or in part, then GNAPS shall pay BA a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by GNAPS is not available at the appointed time. GNAPS accepts responsibility for initial

trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of GNAPS instructions, BA is erroneously requested to dispatch within a BA Central Office or to a POT Bay ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to GNAPS by BA. If as the result of GNAPS instructions, BA is erroneously requested to dispatch outside a BA Central Office or to a POT Bay ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to GNAPS by BA. BA agrees to respond to GNAPS trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail customers or to any other similarly initiated Telecommunications Carrier.

11.10 Other Terms and Conditions Including Rates and Charges

11.10.1 ULLs and other Network Elements will be offered on the terms and conditions, including rates and charges, specified herein and on such other terms as stated in applicable Tariffs, as amended from time to time, that are not inconsistent with the terms and conditions set forth herein.

11.10.2 BA shall charge the non-recurring and monthly recurring rates for ULLs and other Network Elements set forth in Exhibit A as interim rates until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations. Such permanent rates shall be applied in the manner described in Exhibit A and subsection 20.1.2 below.

12.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

12.1 Availability of Wholesale Rates for Resale

BA shall make available to GNAPS for resale all Telecommunications Services as described in Section 251(c)(4) of the Act, pursuant to the rates, terms and conditions of BA's applicable tariff, as may be amended from time to time.

12.2 Availability of Retail Rates for Resale

Each Party shall make available its Telecommunications Services for resale at the retail rates set forth in its Tariffs to the other Party in accordance with Section 251(b)(1) of the Act. In addition, BA and GNAPS shall each allow the resale by the other of all Telecommunications Services that are offered primarily or entirely to other Telecommunications Carriers (e.g. Switched and special Exchange Access Services) at the rates already applicable to such services. BA shall also allow the resale by GNAPS of such other non-Telecommunications Services as BA, in its sole discretion, determines to provide for resale under terms and conditions to be agreed to by the Parties.

12.3 Additional Terms Governing Resale and Use of BA Services

12.3.1 GNAPS shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, GNAPS shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.

12.3.2 Without in any way limiting subsection 12.3.1, GNAPS shall not resell (a) residential service to business or other nonresidential Customers of GNAPS, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Laws. In addition, GNAPS shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

12.3.3 BA shall not be obligated to offer to GNAPS at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a limited duration of ninety (90) days or less.

12.3.4 Upon request by BA, GNAPS shall provide to BA adequate assurance of payment of charges due to BA in connection with GNAPS's purchase of BA services for resale. Assurance of payment of charges may be requested by BA: if GNAPS (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to show itself to be creditworthy; (b) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is

not creditworthy; or, (c) fails to timely pay a bill rendered to GNAPS by BA. Unless otherwise agreed by the Parties, the assurance of payment shall be in the form of a cash deposit and shall be in an amount equal to the charges for BA services that GNAPS may reasonably be expected to incur during a period of two (2) months. BA may at any time use the deposit or other assurance of payment to pay amounts due from GNAPS.

12.3.5 GNAPS shall not be eligible to participate in any BA plan or program under which BA end user retail Customers may obtain products or merchandise, or services which are not BA Retail Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Retail Telecommunications Services.

12.3.6 BA may impose additional restrictions on GNAPS's resale of BA's retail Telecommunications Services to the extent permitted by Applicable Laws.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 BA shall offer to GNAPS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c)(6) of the Act. BA shall provide Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission, subject to applicable federal and state Tariffs and license agreements.

13.2 GNAPS agrees to offer to BA Collocation of equipment for purposes of Interconnection (pursuant to Section 4) on a non-discriminatory basis and at comparable rates, terms and conditions as GNAPS may provide to other third parties. GNAPS shall provide such collocation subject to applicable Tariffs.

13.3 In the course of implementation of a Collocation project, BA shall:

- (a) identify the Collocation project manager assigned to the project;
- (b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
- (c) provide GNAPS with the relevant engineering requirements.

13.4 The Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.5 Collocation shall occur under the terms of each Party's applicable and available Tariffs.

13.6 Dedicated Transit Service

13.6.1 "Dedicated Transit Service" provides for the dedicated connection between a GNAPS Collocation arrangement established pursuant to applicable tariffs and/or license agreements at a BA premises and a Collocation arrangement of a third Party carrier that maintains a Collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable BA -provided cable or transmission facilities or any other mutually agreed upon arrangement.

13.6.2 The carrier that requests the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three parties. Rates and charges for Dedicated Transit Service are stated in Exhibit A.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission. The Parties shall provide Number Portability to each other in the event a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer (i) remains within the same central office district and within the boundary of the smallest geographical area that is significant for billing (e.g. exchange zone) as defined by the LEC to whom the ported Customer's NXX code was originally assigned and (ii) elects to utilize the original telephone number(s) correspondent to the Exchange Service(s) it previously received from Party A in conjunction with the Exchange Service(s) it will now receive from Party B.

14.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC and/or the Commission, the Parties agree to reciprocally provide Interim Number Portability ("INP") to each other at the prices listed in Exhibit A. Such agreed-upon prices for INP are not intended to reflect either Party's views on the cost recovery mechanisms being considered by the FCC in its current proceeding on number portability issues.

14.1.3 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and GNAPS will commence migration from INP to the agreed-upon or mandated PNP arrangement as quickly as practically possible while minimizing interruption or degradation of service to their respective Customers. Once Permanent Number Portability is implemented, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Permanent Number Portability. Upon implementation of Permanent Number Portability pursuant to FCC or Commission regulation, both Parties agree to conform and provide such Permanent Number Portability. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.4 Under either an INP or PNP arrangement, GNAPS and BA will implement a process to coordinate Number Portability cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing INP Through Remote Call Forwarding

GNAPS and BA will provide INP through Remote Call Forwarding as follows:

14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. Upon receipt of confirmation of a signed letter of agency ("LOA") from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B, only within the same Exchange Area as the original telephone number(s). It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network.

14.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered to Party B in a mutually agreed-upon format via either electronic file transfer, magnetic tape, or other mutually acceptable medium.

14.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, with the screening options provided by Party B on a per order basis. Party B shall determine which of the screening options offered by Party A should apply to the Party B Customer account. Party A will cancel calling cards associated with those forwarded numbers assigned to Party B.

14.2.4 Party B will outpulse the telephone number to which the call has been forwarded to the 911 Tandem Office. Party B will also provide the 911 database with both the forwarded number and the directory number, as well as the appropriate address information of the Customer.

14.2.5 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating LEC pursuant to the Customer's instructions at the time.

14.2.6 Party A shall be permitted to cancel INP arrangements and reassign the telephone number(s) upon receipt of notification from Party B or a third party that is authorized to act on behalf of the Customer. The Parties agree to work cooperatively to develop procedures

or adopt industry standards or practices concerning the initiation and termination of INP service in a multi-carrier environment.

14.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, BA will deploy a Route Index arrangement which combines direct trunks, provisioned between BA's and GNAPS's end offices, with trunk side routing translations and full functionality for those CLASS services deployed in the specific BA switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. BA will coordinate with GNAPS to provide this solution in a mutually agreeable and administratively manageable manner (e.g. NXX level) so as to minimize switch resource utilization for both Parties.

14.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.5 Other Interim Number Portability Options

GNAPS may also request Direct Inward Dial Trunks pursuant to applicable tariffs.

14.6 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree in principle that, under the INP arrangements described in subsections 14.2 and 14.3 above, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this subsection 14.6 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

14.6.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in subsection 14.6.3 in lieu of any

other compensation charges for terminating such traffic, except as provided in subsection 14.6.2.

14.6.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective six months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number), would have been subject to (i) Reciprocal Compensation ("Recip Traffic"), (ii) appropriate intrastate FGD charges ("Intra Traffic"), (iii) interstate FGD charges ("Inter Traffic"), or (iv) handling as Transit Traffic. On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on the Performing Party's choice of actual INP traffic percentages from the preceding six (6) month period or historic data of all traffic in the LATA.

14.6.3 The INP Traffic Rate shall be equal to the sum of:

(Recip Traffic percentage times the Reciprocal Compensation Rate set forth in Exhibit A)
plus
(Intra Traffic percentage times Receiving Party's effective intrastate FGD rates)
plus
(Inter Traffic percentage times Receiving Party's effective interstate FGD rates).

14.7 Recovery of INP Costs Pursuant to FCC Order and Rulemaking

Notwithstanding anything to the contrary contained in this Section 14, in light of the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket 95-116 (the "Order"), the Parties stipulate and agree as follows:

14.7.1 The rates listed in Exhibit A for the provision of INP are appropriate amounts that each Party providing INP service should recover for the provision of those INP functionalities in BA's operating territory on an interim basis until the Commission mandates an alternative cost recovery mechanism for the provision of INP. For the INP functions it provides, each Party should be allowed to recover these amounts in a manner consistent with any final FCC and/or Commission order on INP cost recovery (such as a state-wide fund contributed to by all telecommunications carriers).

14.7.2 The Parties agree that neither Party waives its rights to advocate its views that are consistent with this subsection 14.7 on the appropriate INP cost recovery mechanism, or to present such views before any relevant regulatory body or other agency as they relate to FCC or Commission actions on INP cost recovery.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA and GNAPS shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

Each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties, and in conformance with 47 U.S.C. 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. 224, including any applicable FCC regulations that may be issued.

17.0 DATABASES AND SIGNALING

17.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs, Access to 800/888 databases, LIDB, and any other necessary databases shall be in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either case, GNAPS shall comply with BA's SS7 certification process prior to establishing CCS interconnection with BA.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Tandem Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End

Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

17.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

17.4 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and is listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

(c) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks – Signalling (for MF type signalling).

17.5 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for Local and IntraLATA CCS Signaling, 800/888 database access, LIDB access, and access to other necessary databases, as follows: BA shall charge GNAPS in accordance with Exhibit A hereto and applicable Tariffs; GNAPS shall charge BA rates equal to the rates BA charges GNAPS, unless GNAPS's Tariffs for CCS signaling provide for lower generally available rates, in which case GNAPS shall charge BA such lower rates; except to the extent a Party uses a third party vendor for the provision of CCS Signaling, in which case mutual and reciprocal rates will not apply. Rates and charges applicable to third party interconnection can be found in BA's applicable Switched Access tariffs.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to GNAPS, or from GNAPS to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty days (180) days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage conditions is in effect for a particular NXX code. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

18.2 Coordinated Repair Calls

GNAPS and BA will employ the following procedures for handling misdirected repair calls:

18.2.1 GNAPS and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge.

18.2.3 GNAPS and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under subsection 28.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 of the FCC Rules, 47 CFR § 64.1100, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws (or as provided in subsection 18.3.1 above), the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting GNAPS's obligations under subsection 28.1, GNAPS shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. GNAPS shall not access (including, but not limited to, through BA OSS Services and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to GNAPS by BA pursuant to this Agreement unless GNAPS has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, GNAPS represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Laws and this Agreement. GNAPS shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization).

18.3.4 BA shall have the right to monitor and/or audit GNAPS's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to GNAPS pursuant to this Agreement to ascertain whether GNAPS is complying with the requirements of Applicable Laws and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Laws, the foregoing right shall include, but not be limited to, the right to electronically monitor GNAPS's access to and use of Customer Proprietary Network Information that is made available by BA to GNAPS pursuant to this Agreement.